



North Penn  
Legal Services, Inc.  
33 North Main Street, Suite 200  
Pittston, PA 18640  
(570) 299-4100  
(877) 953-4250 Toll free  
(570) 824-0001 Fax

101 West Broad Street  
Suite 513  
Hazleton, PA 18201  
(570) 455-9512  
(877) 953-4250 Toll Free  
(570) 455-3625 Fax

Servicios Legales de  
North Penn, Inc.  
33 la Calle Main del Norte  
Oficina 200  
Pittston, PA 18640  
(570) 299-4100  
(877) 953-4250 Llamada gratuita  
(570) 824-0001 Fax

101 La Calle Broad del Oeste  
Oficina 513  
Hazleton, PA 18201  
(570) 455-9512  
(877) 953-4250 Llamada gratuita  
(570) 455-3625 Fax

FENDLER & ASSOCIATES, P.C.

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STEPHEN J. FENDLER, ESQUIRE

Id No.: 38950

The Park Building  
400 Third Avenue, Suite 309  
Kingston, PA 18704  
(570) 283-5550  
Counsel for Plaintiffs

LORRAINE SYMONS and  
RUSSELL SYMONS, her husband,  
Plaintiffs

vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF LUZERNE COUNTY

: CIVIL ACTION - LAW  
: JURY TRIAL DEMANDED

: NO. 4327 of 2018

COMPLAINT

FILED  
PROthonary  
LUZERNE COUNTY  
2018 APR 11 AM 9:23

Plaintiffs, Lorraine Symons and Russell Symons, her husband, by and through their counsel, Fendler & Associates, P.C., do hereby file this Complaint against the Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and in support thereof aver the following:

1. Plaintiffs, Lorraine Symons and Russell Symons, are adult individuals currently residing at 141 East State Street, Larksville, Luzerne County, Pennsylvania.

2. Defendant, State Farm Mutual Automobile Insurance Company, (hereinafter "State Farm"), is an insurance company which issues policies and is authorized to transact insurance business in the Commonwealth of Pennsylvania with its corporate headquarters located at One State Farm Plaza, Bloomington, IL 61710.

3. At all times relevant hereto, the Plaintiff was a named insured on a policy of insurance issued by State Farm, Policy No.: 623 9404-E11-380, which contained underinsured motorist coverage (hereinafter "UIM") of \$50,000.00/\$100,000.00. A copy of the declaration page from the aforesaid policy of insurance is attached hereto, incorporated herein by reference, and marked as Exhibit "A."

4. At all times relevant hereto, the Plaintiff was an insured under a policy of insurance issued by State Farm to the female Plaintiff's husband, Russell J. Symons, Jr., Policy No.: 625 4328-E11 380 which contained UIM coverage of \$50,000.00/\$100,000.00. A copy of the declaration page from the aforesaid policy of insurance is attached hereto, incorporated herein by reference, and marked as Exhibit "B."

5. At all times relevant hereto, the Plaintiff was an insured under a policy of insurance issued by State Farm to the female Plaintiff's son, Jonathan Symons, a resident relative, Policy No.: 158 9376 E11-38B, which contained UIM coverage of \$50,000.00/\$100,000.00. A copy of the declaration page from the aforesaid policy of insurance is attached hereto, incorporated herein by reference, and marked as Exhibit "C."

6. At all times relevant hereto, all three (3) policies of insurance maintained the stacking option for UIM coverage.

7. On June 29, 2015, at approximately 2:15 p.m., the female Plaintiff, Lorraine Symons, was traveling in a westerly direction on Horton Street in the City of Wilkes-Barre, Luzerne County, Pennsylvania, approaching the intersection of Horton Street and South Franklin Street.

8. Also on June 29, 2015, at approximately 2:15 p.m., Kara Carrasquillo, (hereinafter "Carrasquillo") was traveling on the aforesaid South Franklin Street approaching the intersection of South Franklin and Horton Streets.

9. On the aforesaid date and at the aforesaid time and place, as the female Plaintiff, Lorraine Symons, lawfully proceeded through the intersection of the said Horton and South Franklin Streets, Carrasquillo pulled out from the intersection of South Franklin and Horton Streets into the female Plaintiff's lane of travel, thereby colliding with the female Plaintiff's vehicle and causing the injuries and damages hereinafter alleged.

10. The aforesaid collision and resultant injuries and damages sustained by the Plaintiffs, as hereinafter alleged, were caused solely by the negligence and carelessness of Carrasquillo in that she:

- a. Operated her 2004 Honda motor vehicle at an excessive rate of speed under the circumstances (75 Pa. C.S.A. Sections 3361 and 3362);
- b. Failed to have proper and adequate control of the aforesaid vehicle so as to be able to stop within the assured clear distance ahead (75 Pa. C.S.A. Section 3361);
- c. Failed to yield the right-of-way to the vehicle in which the female Plaintiff was traveling;

d. Failed to yield the right-of-way to the vehicle operated by the female Plaintiff which was approaching on another roadway (75 Pa. C.S.A. Section 3323 (b));

e. Operated the Honda motor vehicle in careless disregard for the safety of other motorists including the female Plaintiff herein (75 Pa. C.S.A. Section 3714);

f. Failed to operate the aforesaid Honda motor vehicle on the roadway at a careful and prudent speed;

g. Failed to have the aforesaid Honda motor vehicle under proper and adequate control as to be able to stop in response to the female Plaintiff's oncoming motor vehicle;

h. Failed to keep and maintain a proper lookout for other vehicles traveling on Horton Street and allowing her attention to be distracted from the road ahead and traffic thereon, and thereby failing to observe the vehicle in which the female Plaintiff was traveling;

i. Failed to observe the vehicle in which the female Plaintiff was traveling in sufficient time to avoid striking same;

j. Failed to have the Honda motor vehicle under proper and adequate control so it could be readily stopped, turned aside or the speed thereof slackened on the appearance of danger;

k. Failed to apply her brakes before entering onto the aforesaid Horton Street;

l. Failed to look for other vehicles which were traveling on Horton including the female Plaintiff's vehicle;

m. Failed to exercise due care and caution under all of the then-existing circumstances in that the said Defendant observed the stop sign for motorists traveling on South Franklin Street and stopped her vehicle in response to same but nevertheless pulled out from South Franklin Street into the intersection, thereby colliding with the vehicle operated by the female Plaintiff; and

n. Operated the aforesaid Honda in disregard of the rules of the road and the laws of the Commonwealth of Pennsylvania, in particular, but not limited to, Sections 3323 (B), 3361, 3362, and 3714 of the Motor Vehicle Code.

11. As a result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, sustained the following injuries:

- a. Right L4 disc herniation;
- b. Aggravation of pre-existing degenerative osteoarthritis/disc disease of the cervical spine;
- c. Post-decompression laminectomy syndrome;
- d. Cervical radiculopathy;
- e. Cervical nerve root irritation;
- f. Cervical sprain/strain;
- g. Left trigger thumb, ultimately resulting in a surgical left trigger thumb release;
- h. Cervicalgia;

- i. Cervical facet syndrome;
- j. Bilateral trapezius muscle spasms;
- k. Lumbar sprain/strain;
- l. Thoracolumbar subluxations;
- j. Shoulder joint contracture;
- k. Thoracic facet syndrome;
- l. Myofascial pain;
- m. Left-sided greater trochanter bursitis; and
- n. Left upper extremity neuropathy.

12. As a further result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, was rendered sick, sore, and disabled and sustained physical and mental pain, discomfort and anxiety, thereby causing her to undergo medical, surgical, and chiropractic care, and may in the future, for an indefinite period of time, continue to suffer physical and mental pain, discomfort and anxiety.

13. As a further result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, has been obliged to receive and undergo medical, surgical, and chiropractic care and to incur various bills and expenses, and will in the future, for an indefinite period of time, continue to incur similar bills and expenses.

14. As a further result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, suffered and sustained a loss of the

everyday pleasures and enjoyment of life and will in the future, for an indefinite period of time, continue to suffer and sustain an ongoing loss of the everyday pleasures and enjoyments of life.

15. As a further result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, was rendered partially disabled, and may in the future, for an indefinite period of time, continue to be rendered partially disabled.

16. As a further result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, suffered mental anguish, distress, embarrassment and humiliation, and may in the future, for an indefinite period of time, continue to suffer mental anguish, distress, embarrassment and humiliation.

17. As a further result of the aforesaid negligence and carelessness of Carrasquillo, the female Plaintiff, Lorraine Symons, suffered a loss of earning capacity and power and may in the future, for an indefinite period of time, continue to suffer lost earning capacity and power.

18. As a further result of the injuries sustained by his wife, Lorraine Symons, the Plaintiff, Russell Symons, has lost and is continuing to lose the companionship, society, and services of his wife, Lorraine Symons, and may in the future, for an indefinite period of time, continue to lose such companionship, society, and services.

19. At the time of the collision, Carrasquillo was insured under a policy of insurance issued by Permanent General Assurance Corporation of Ohio with liability limits of \$15,000.00.

20. After the Plaintiffs, through their counsel, submitted proof of the Plaintiffs' injuries and damages, the Plaintiffs settled for the full policy of limit sum of \$15,000.00 on the Permanent General policy.

21. Once it was determined that Carrasquillo was grossly underinsured, the Plaintiffs, through their counsel, presented a claim to State Farm for UIM benefits under the aforesaid policies.

22. The Plaintiffs, at various times subsequent to filing for UIM benefits, submitted various medical records and reports, as well as items of special damages, to State Farm's claim representative.

23. Also on various occasions subsequent to seeking UIM benefits from State Farm, the Plaintiffs, through their counsel, furnished to State Farm's claim representative a medical authorization so that the claim representative could obtain, on his/her own, whatever records and documents he/she felt were needed in order to fully and fairly evaluate the Plaintiffs' UIM claim.

24. By letter dated July 7, 2017, Plaintiffs' counsel provided to State Farm's claim representative a detailed summary of all of the treatment and care received by the female Plaintiff as a result of the significant collision caused by Carrasquillo, as well as a summary of all items of special damages.

25. By letter dated February 1, 2018, Plaintiffs' counsel provided to State Farm's new claim representative another summary of the treatment and care received by the female Plaintiff and further confirmed the amount of available UIM coverage of \$150,000.00. The letter also rejected the settlement offer of \$20,000.00 which was made by State Farm's claim representative.

26. By letter dated February 6, 2018 from Plaintiffs' counsel, the Plaintiffs submitted a settlement demand in the amount of \$75,000.00 in full and final settlement of their UIM claims.

27. Subsequent thereto, State Farm's claim representative gradually increased her settlement offers from \$24,000.00, and ultimately to \$30,000.00 which she stated was her top authority. The Plaintiffs promptly rejected that offer and are now forced to file suit against State Farm in order to obtain full and fair compensation for their injuries and damages.

**COUNT I**  
**(Breach of Contract)**

LORRAINE SYMONS and  
RUSSELL SYMONS,

Plaintiffs

vs

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY,

Defendant

28. Plaintiffs, Lorraine Symons and Russell Symons, her husband, incorporate herein by reference the allegations contained in paragraphs 1 through 27, inclusive, with the same force and effect as originally set forth herein.

29. The Plaintiffs have fully complied with all of the terms, conditions, and duties required under the policy issued by State Farm.

30. State Farm has failed to objectively and fairly evaluate the Plaintiffs' UIM claim.

31. State Farm has failed to promptly offer payment of the reasonable and fair value of the Plaintiffs' UIM claim.

32. State Farm has failed to reasonably investigate the Plaintiffs' claim in that a thorough and proper inquiry would have revealed that the female Plaintiff sustained serious and permanent injuries which clearly warrant an offer well beyond the \$30,000.00 offered by State Farm's claim representative.

33. As a named insured and insured under the policies issued by State Farm, the Plaintiffs are owed by State Farm a contractual and statutory obligation to investigate, evaluate and negotiate the UIM claim in good faith and arrive at a prompt, fair and equitable settlement.

34. For the reasons previously averred, State Farm has violated its contractual obligations owed to the Plaintiffs, Lorraine Symons and Russell Symons, under their policies of insurance.

WHEREFORE, the Plaintiffs, Lorraine Symons and Russell Symons, respectfully request that this Honorable Court enter judgment in their favor and against the Defendant, State Farm Mutual Automobile Insurance Company, for an amount in excess of the sum of \$50,000.00, plus interest and costs of suit. This action is not subject to compulsory arbitration.

**COUNT II**  
**(Bad Faith)**

LORRAINE SYMONS and  
RUSSELL SYMONS,

vs

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY,

Plaintiffs

Defendant

35. Plaintiffs, Lorraine Symons and Russell Symons, her husband, incorporate herein by reference the allegations contained in paragraphs 1 through 27, inclusive, with the same force and effect as originally set forth herein.

37. State Farm's actions in the handling of the Plaintiffs' UIM claim constitutes bad faith, as defined under 42 Pa. C.S.A. Section 8371, as follows:

- a. Failing to objectively and fairly evaluate the Plaintiffs' claim;
- b. Failing to objectively and fairly re-evaluate the Plaintiffs' claim based upon new or additional information obtained;
- c. Engaging in dilatory and abusive claims handling;
- d. Failing to adopt or implement reasonable standards in evaluating Plaintiffs' claim;
- e. Acting unreasonably and unfairly in response to the Plaintiffs' claim;

f. Failing to attempt, in good faith, to effectuate a fair, prompt and equitable settlement of the Plaintiffs' claim in which State Farm's liability under the policies to pay significant UIM benefits had become clear;

g. Subordinating the interests of the Plaintiffs to its own financial monetary interests;

h. Failing to promptly offer a reasonable payment to the Plaintiffs under the UIM policies;

i. Failing to reasonably and adequately investigate the Plaintiffs' claim;

j. Failing to reasonably and adequately evaluate or review the medical documentation in State Farm's possession;

k. Violating the fiduciary duty owed by the Defendant to the Plaintiffs;

l. Failing to make an honest, intelligent and objective settlement offer;

m. Causing the Plaintiffs to bear the stress and anxiety associated with litigation;

n. Failing to notify Plaintiffs' counsel, every 45 days, as required by Title 31, sections 146.6 and 146.7 of the Pennsylvania Code, of the reasons why additional time was needed for investigation, and when a decision on the claim may be expected;

o. Failing to complete the investigation of the UIM claim within thirty (30) days, as required by Title 31, section 146.6 of the Pennsylvania Code; and

p. Failing to provide Plaintiffs' counsel with a written explanation every 45 days of the reasons for the delay in making payment of the UIM claim and when a decision may be expected, as required by Title 31, section 146.6 of the Pennsylvania Code.

38. An insurer such as State Farm has fiduciary, contractual and statutory obligations to its insureds including the Plaintiffs herein, which such obligations have been breached by said Defendant.

39. At all times relevant hereto, the Plaintiffs fully complied with the terms and conditions of the policies and all conditions precedent and subsequent to their right to recover UIM benefits under the policies.

40. For the reasons previously averred, State Farm has violated 42 Pa. C.S.A. Section 8371 and the aforesaid rules and regulations set forth in the Pennsylvania Code for which State Farm is liable for compensatory and punitive damages, together with interest, counsel fees, and such other relief as this Honorable Court deems appropriate.

41. State Farm has engaged in wanton and reckless conduct with regard to the welfare, interests, and rights of the Plaintiffs, and is therefore liable for its bad faith conduct.

WHEREFORE, the Plaintiffs, Lorraine Symons and Russell Symons, respectfully request that this Honorable Court enter judgment in their favor and against the Defendant, State Farm Mutual Automobile Insurance Company, for compensatory and punitive damages in excess of the sum of \$50,000.00, plus interest equal to the prime rate of interest plus 3%, costs of suit, and counsel fees. This action is not subject to compulsory arbitration.

#### CERTIFICATION

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

FENDLER & ASSOCIATES, P.C.

BY:

  
STEPHEN J. FENDLER, ESQUIRE

Id No.: 38950

The Park Building

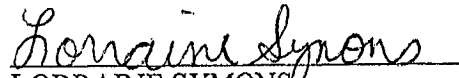
400 Third Avenue, Suite 309

Kingston, PA 18704

Counsel for Plaintiffs

**VERIFICATION**

I, Lorraine Symons, one of the Plaintiffs herein, do hereby verify that the statements made in the foregoing Complaint are based in part upon my own personal knowledge and based in part upon language provided by my attorney. Statements within my personal knowledge are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.

  
LORRAINE SYMONS

DATED: April 5, 2018

## State Farm Mutual Automobile Insurance Company

One State Farm Dr  
Concordville PA 19339

NAMED INSURED

AT2

000797 0058

3B-6559-554A A

SYMONS, LORRAINE  
141 E STATE ST  
LARKSVILLE PA 18704-1011

R 10382-5-A

MUTL VOL

## DECLARATIONS PAGE

NAIC# 25178

PAGE 1 OF 2

POLICY NUMBER 623 9404-E11-380

POLICY PERIOD APR 07 2014 to NOV 11 2014  
12:01 A.M. Standard Time

AGENT

AL PIANELLI INSURANCE AGCY INC  
165 N WILKS BARRE BLVD  
WILKES BARRE, PA 18702-5326

PHONE: (570)829-3657

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

## YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2007	TOYOTA	RAV4	SPORT WG	JTM8D31V676025176	603H50K000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$203.48
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C2	Medical Payments Coverage	\$44.21
	Limit, Each Person	
	\$10,000	
D	Comprehensive Coverage	\$50.28
G	Collision Coverage - \$250 Deductible	\$133.57
H	Emergency Road Service Coverage	\$2.14
R1	Car Rental and Travel Expenses Coverage	\$15.02
	Limit, Car Rental Expense	
	Each Day, Each Loss	
	\$60, \$1,000	
U	Uninsured Motor Vehicle Coverage	\$9.58
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
W	Underinsured Motor Vehicle Coverage	\$72.52
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
F	Funeral Benefits Coverage	\$ .78
	Each Person Limit	
	\$2,500	
Y1	Death, Dismemberment and Loss of Sight Coverage	\$1.28
Z4	Loss of Income Coverage	\$51.31
Total premium for APR 07 2014 to NOV 11 2014		\$584.17

## IMPORTANT MESSAGES

Replaced policy number 6239404-38N.

Your total renewal premium for MAY 11 2014 to NOV 11 2014 is \$493.26.

\* The total premium listed above reflects a recent change to your policy and the 6 month renewal premium.

CONTINUED

See Reverse Side

EXHIBIT

01849/00668

155-3869 PA.3 09-2006 (01e025k)

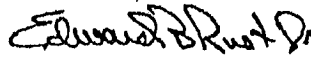
This policy is issued by State Farm Mutual Automobile Insurance Company.

#### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

THIS MESSAGE APPLIES TO CAR POLICIES:

IF YOU HAVE "COLLISION" COVERAGE ON THIS POLICY, YOU ALSO HAVE "COLLISION" COVERAGE ON ANY RENTED CAR WHILE IT IS DRIVEN BY OR IN THE CUSTODY OF AN INSURED.

PLEASE NOTE THESE LIMITATIONS AND EXCEPTIONS:

1. THIS COVERAGE APPLIES FOR NO MORE THAN 30 CONSECUTIVE DAYS BEGINNING ON THE DAY YOU BEGIN USING THE CAR.
2. THIS AUTOMATIC EXTENSION OF COVERAGE IS FOR COLLISION COVERAGE ONLY. NO OTHER CHARGES IMPOSED BY YOUR RENTAL AGREEMENT ARE COVERED.
3. THIS COVERAGE IS SECONDARY TO OTHER INSURANCE CARRIED ON A RENTED CAR AND IS SUBJECT TO ALL OTHER POLICY PROVISIONS AND APPLICABLE ENDORSEMENTS.

THIS MESSAGE APPLIES TO RECREATIONAL VEHICLE POLICIES:

ANY "PHYSICAL DAMAGE" COVERAGE THAT YOU MAY HAVE ON THIS POLICY DOES NOT APPLY TO RENTED RECREATIONAL VEHICLES.

## State Farm Mutual Automobile Insurance Company

One State Farm Dr  
Concordville PA 19339NAMED INSURED  
AT2

38-6559-554A A

000890 0058  
SYMONS, RUSSELL J JR  
141 E STATE ST  
LARKSVILLE PA 18704-1011

07517-5-A

MUTL VOL

## DECLARATIONS PAGE

NAIC# 25178

PAGE 1 OF 2

POLICY NUMBER 625 4328-E11-380

POLICY PERIOD SEP 16 2014 to NOV 11 2014  
12:01 A.M. Standard Time

## AGENT

AL PIANELLI INSURANCE AGCY INC  
165 N WILKS BARRE BLVD  
WILKES BARRE, PA 18702-5326

PHONE: (570) 829-3657

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

## YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2012	TOYOTA	CAMRY	4DR	4T4BF1FK0CR215799	603040K000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$53.49
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C2	Medical Payments Coverage	\$12.56
	Limit, Each Person	
	\$10,000	
D	Comprehensive Coverage - \$100 Deductible	\$12.99
G	Collision Coverage - \$250 Deductible	\$50.78
H	Emergency Road Service Coverage	\$1.55
R1	Car Rental and Travel Expenses Coverage	\$3.86
	Limit, Car Rental Expense	
	Each Day, Each Loss	
	80% \$1,000	
U	Uninsured Motor Vehicle Coverage	\$2.47
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
W	Underinsured Motor Vehicle Coverage	\$18.66
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
F	Funeral Benefits Coverage	\$ .22
	Each Person Limit	
	\$2,500	
Y1	Death, Dismemberment and Loss of Sight Coverage	\$1.37
Z4	Loss of Income Coverage	\$14.58
Total premium for SEP 16 2014 to NOV 11 2014		\$170.53 THIS IS NOT A BILL

## IMPORTANT MESSAGES

Replaced policy number 6254328-38N.

Your total renewal premium for MAY 11 2014 to NOV 11 2014 is \$557.27.

CONTINUED

See Reverse Side

EXHIBIT

D

02172/00740

185-3066 PA.3 09-2006 (0100251d)

## State Farm Mutual Automobile Insurance Company

One State Farm Dr  
Concordville PA 19339

NAMED INSURED

38-6559-654A A

000990 0058  
SYMONS, RUSSELL J JR  
141 E STATE ST  
LARKSVILLE PA 18704-1011

07517-5-A

MUTL VOL

## DECLARATIONS PAGE

NAIC# 25178

PAGE 2 OF 2

POLICY NUMBER 625 4328-E11-380

POLICY PERIOD SEP 16 2014 to NOV 11 2014  
12:01 A.M. Standard TimeST-3  
0204-1003

## EXCEPTIONS, POLICY BOOKLET &amp; ENDORSEMENTS (See policy booklet &amp; individual endorsements for coverage details)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -  
 FORM 9838A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU  
 WITH ANY SUBSEQUENT RENEWAL NOTICE.  
 CREDITOR - TOYOTA MOTOR CREDIT CORP TMCC INSURANCE SERVICE CENTER, PO BOX  
 105386, ATLANTA GA 30348-5386.  
 6091U, CERTIFICATE OF GUARANTEED RENEWAL.  
 6126LN, AMENDATORY ENDORSEMENT.  
 6938A, 1, AMENDATORY ENDORSEMENT.  
 THIS POLICY PROVIDES FULL TORT OPTION.

Agent: AL PIANELLI INSURANCE AGCY INC

Telephone: (570)829-3657

Prepared SEP 19 2014 6559-B9F

02173/00740

155-3866 PA.3 09-2006 (01a025id)  
138X0 (01a025vd)

(01a0254a)

## State Farm Mutual Automobile Insurance Company

One State Farm Dr.  
Concordville PA 19339NAMED INSURED  
AT2

38-6559-554A A

001024 0058

SYMONS, JONATHAN  
141 E STATE ST  
LARKSVILLE PA 18704-1011

92123-5-A

MUTL VOL

## DECLARATIONS PAGE

NAIC# 25178

PAGE 1 OF 2

POLICY NUMBER 158 9376-E11-38B

POLICY PERIOD APR 07 2014 to NOV 11 2014  
12:01 A.M. Standard Time

AGENT

AL PIANELLI INSURANCE AGCY INC  
165 N WILKS BARRE BLVD  
WILKES BARRE, PA 18702-5326

PHONE: (570)829-3657

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

## YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
1999	HONDA	CIVIC	2DR	1HGEM115XXL055415	1030508000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$177.42
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C2	Medical Payments Coverage	\$29.55
	Limit, Each Person	
	\$10,000	
D	Comprehensive Coverage	\$72.60
H	Emergency Road Service Coverage	\$2.14
B1	Car Rental and Travel Expense Coverage	\$15.02
	Limit - Car Rental Expense	
	Each Day, Each Loss	
	80% \$1,000	
U	Uninsured Motor Vehicle Coverage	\$5.27
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
W	Underinsured Motor Vehicle Coverage	\$39.88
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
R1A	General Benefits Coverage	\$1.63
	Each Person Limit	
	\$2,500	
Y1	Death, Dismemberment, and Loss of Sight Coverage	\$ .77
Z4	Loss of Income Coverage	\$41.57
Total premium for APR 07 2014 to NOV 11 2014		\$384.85 This is not a bill

## IMPORTANT MESSAGES

Replaced policy number 1589376-38A.

Your total renewal premium for MAY 11 2014 to NOV 11 2014 is \$324.48.

\* The total premium listed above reflects a recent change to your policy and the 6 month renewal premium.

CONTINUED

See Reverse Side



This policy is issued by State Farm Mutual Automobile Insurance Company.

#### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Edward B. Rust Jr.*  
President

#### THIS MESSAGE APPLIES TO CAR POLICIES:

IF YOU HAVE "COLLISION" COVERAGE ON THIS POLICY, YOU ALSO HAVE "COLLISION" COVERAGE ON ANY RENTED CAR WHILE IT IS DRIVEN BY OR IN THE CUSTODY OF AN INSURED.

#### PLEASE NOTE THESE LIMITATIONS AND EXCEPTIONS:

1. THIS COVERAGE APPLIES FOR NO MORE THAN 30 CONSECUTIVE DAYS BEGINNING ON THE DAY YOU BEGIN USING THE CAR.
2. THIS AUTOMATIC EXTENSION OF COVERAGE IS FOR COLLISION COVERAGE ONLY. NO OTHER CHARGES IMPOSED BY YOUR RENTAL AGREEMENT ARE COVERED.
3. THIS COVERAGE IS SECONDARY TO OTHER INSURANCE CARRIED ON A RENTED CAR AND IS SUBJECT TO ALL OTHER POLICY PROVISIONS AND APPLICABLE ENDORSEMENTS.

#### THIS MESSAGE APPLIES TO RECREATIONAL VEHICLE POLICIES:

ANY "PHYSICAL DAMAGE" COVERAGE THAT YOU MAY HAVE ON THIS POLICY DOES NOT APPLY TO RENTED RECREATIONAL VEHICLES.